

Board of Education Regular Meeting
Monday, February 13, 2023 7:00 PM

Board Room, St. Paul Public School
PO Box 325
St. Paul, NE 68873-0325

Agenda

1. Call to Order
 - 1.1. Recognition of Public Notice of Open Meeting
 - 1.2. Recognition of Posted Notice of the Open Meetings Law
2. Roll Call
 - 2.1. Americanism Quote
3. Minutes of the Previous Regular Meetings
4. Bills As Presented By the Superintendent
5. Financial Report
6. Communications from the Public
7. New Business
 - 7.1. Principal's Report
 - 7.2. Superintendent's Report
 - 7.3. Discuss and take any necessary action regarding the review of 1000 Policies
 - 7.4. Discuss and take any necessary action regarding a contract with Wilkins, ADP for Facilities Master Planning Services
 - 7.5. Discuss and take any necessary action regarding certificated contracts for the 2023-24 school year in the areas of Social Studies, Media Specialist, and Elementary Counselor
 - 7.6. Discuss and take any necessary action regarding transferring funds from the General Fund to the Activities Fund
 - 7.7. Discuss and take any necessary action regarding Wendy Mudloff-Behrens becoming a local substitute
 - 7.8. Discuss and take any necessary action regarding certificated staff resignations
 - 7.9. Discuss and take any necessary action regarding volunteer coaches from Spring sports
 - 7.10. Superintendent Sick and vacation log
 - 7.11. Discuss and take any necessary action regarding administrative compensation for 2023-24
 - 7.12. Discuss and take necessary action regarding classified compensation for 2023-24
8. Adjournment

Regular Meeting of the St. Paul Board of Education

The St. Paul School Board met in regular session on January 9, 2023 at 6:00 PM. The following board members were in attendance: Curt Dubas: Present, Jason Meinecke: Absent, Janelle Morgan: Present, Marty Mrkvicka: Present, Dan Scheer: Present, Philip Thede: Present.

The meeting was called to order at 6:02 pm.

Marty Mrkvicka noted that notice of the meeting was properly published in the Phonograph Herald, per policy.

Marty Mrkvicka noted that the Open Meetings Law is posted on the wall of the meeting room.

Curt Dubas read the new board member's oath.

Dan Scheer read the Americanism quote.

Motion to made to nominate Marty Mrkvicka as President passed with a motion by Phil Thede and a second by Janelle Morgan.

Dubas: Yea, Morgan: Yea, Mrkvicka: Yea, Scheer: Yea, Thede: Yea

Yea: 5, Nay: 0

Motion made to nominate Phil Thede as Vice President passed with a motion by Dan Scheer and a second by Marty Mrkvicka.

Dubas: Yea, Morgan: Yea, Mrkvicka: Yea, Scheer: Yea, Thede: Yea

Yea: 5, Nay: 0

Motion made to nominate Janelle Morgan as Secretary passed with a motion by Marty Mrkvicka and a second by Philip Thede.

Dubas: Yea, Morgan: Yea, Mrkvicka: Yea, Scheer: Yea, Thede: Yea

Yea: 5, Nay: 0

The Building Committee appointees are Marty Mrkvicka, Dan Scheer and Curt Dubas. The Curriculum Committee appointees are Jason Meinecke, Janelle Morgan and Phil Thede. The Americanism Committee appointees are Dan Scheer, Phil Thede, and Jason Meinecke. Dan Scheer declared that his daughter in-law is a teacher in our school district. Phil Thede declared that his wife is a teacher in our school district.

President Mrkvicka asked if there were any additions or corrections to the minutes of the previous meeting. None were made, and the minutes were declared approved.

The motion to approve the bills as presented by Superintendent passed with a motion by Marty Mrkvicka and a second by Philip Thede.

Dubas: Yea, Morgan: Yea, Mrkvicka: Yea, Scheer: Yea, Thede: Yea

Yea: 5, Nay: 0

The Superintendent presented the Financial Report.

Aidan Anderson, President of the Student Council, spoke about upcoming events at home games and other events that took place near winter break.

The Principals' reports were presented.

The Superintendent's report was presented.

Jason Meinecke arrived at 6:20 pm.

Three architect firms gave presentations of the services they offer: Jacob Sertich from Wilkins Architecture Design Planning, based in Kearney; Tim Ripp, Jeff Chadwick and Adam Kent of Clark & Enerson, offices in Lincoln; and Troy Keilig and Matthew Kreuzer of CMBA Architects, based in Grand Island.

Motion made to rollover the contract for the Superintendent for one year passed with a motion by Dan Scheer and a second by Philip Thede.

Dubas: Yea, Meinecke: Yea, Morgan: Yea, Mrkvicka: Yea, Scheer: Yea, Thede: Yea
Yea: 6, Nay: 0

Motion made to accept the resignation of Brenda Starkey at the end of the 2022-2023 school year passed with a motion by Marty Mrkvicka and a second by Janelle Morgan.

Dubas: Yea, Meinecke: Yea, Morgan: Yea, Mrkvicka: Yea, Scheer: Yea, Thede: Yea
Yea: 6, Nay: 0

Motion made to make five offers of Early Separation Incentives passed with a motion by Marty Mrkvicka and a second by Dan Scheer.

Dubas: Yea, Meinecke: Yea, Morgan: Yea, Mrkvicka: Yea, Scheer: Yea, Thede: Yea
Yea: 6, Nay: 0

Motion made to table any actions necessary regarding St. Paul City Library lighting updates passed with a motion by Philip Thede and a second by Jason Meinecke.

Dubas: Yea, Meinecke: Yea, Morgan: Yea, Mrkvicka: Yea, Scheer: Yea, Thede: Yea
Yea: 6, Nay: 0

The Superintendent's sick and vacation log was presented.

Meeting adjourned at 9:56 pm.

Janelle Morgan

Secretary

Board Retreat of the St. Paul Board of Education

The St. Paul School Board met on January 25, 2023. The following board members were in attendance: Curt Dubas: Present, Jason Meinecke: Present, Janelle Morgan: Present, Marty Mrkvicka: Present, Dan Scheer: Present, Philip Thede: Present.

The meeting was called to order at 6:07 pm.

President Mrkvicka stated that the meeting was properly published in the Grand Island Independent, and/or in 3 public places, per policy.

President Mrkvicka stated that the Open Meetings Law is on the table of the meeting room.

Tobin Buchanan, of First National Capital Markets, led a discussion on project finance for SPPS.

The board and Superintendent then discussed and established Board and Administrative goals.

Meeting adjourned at 10:25 pm.

Janelle Morgan
Secretary

Invoice Listing - Summary

Posted - All; Batch Description 2 Records Selected; Processing Month 02/2023

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>CC:</u>	<u>Invoice Amount</u>
AGPARTS	AGPARTSWORLDWIDE, INC.	20230209	Chromebooks Replacement Screens/Cables	01/31/2023	02/14/2023	1	58587		668.50
ALPHAREHAB	ALPHA REHABILITATION, PC	3616-0001	SPED Services (Jan)	01/31/2023	02/14/2023	1	58551		591.78
BCNTELEC	BCN TELECOM	23470060-0001	Long-Distance Phone	02/01/2023	02/14/2023	1	58552		75.93
BECKFRAN	BECK TREE SERVICE, LLC	01.31.2023 Stmt	Snow Removal	01/31/2023	02/14/2023	1	58588		2,250.00
BECKFRAN	BECK TREE SERVICE, LLC	12.28.2022 Stmt	Snow Removal	12/28/2022	02/14/2023	1	58588		70.00
BLACKHILLS	BLACK HILLS ENERGY	02.06.2023-0001	Natural Gas	02/06/2023	02/14/2023	1	58553		7,314.41
BOMGAARS	BOMGAARS SUPPLY, INC.	1.16.2023 -0001	Ag and Maintenance Supplies	01/16/2023	02/14/2023	1	58554		201.19
BOYSTOWN	BOYS' TOWN	NIE0001907-0001	SPED Tuition (Dec)	12/31/2022	02/14/2023	1	58555		5,250.00
BREHMS	BREHM'S HEALTH MART	12.31.2022 Stmt	Nurse Supplies	12/31/2022	02/14/2023	1	58589		21.23
CEISECURIT	CEI SECURITY AND SOUND	2023002	Technology Repairs	01/09/2023	02/14/2023	1	58590		358.00
CNCAP	CENTRAL NE COMMUNITY ACTION PARTNERSHIP, INC.	Q2 22-23 Preschool	Q2 22-23 Preschool	01/24/2023	02/14/2023	1	58591		1,829.28
CNCAP	CENTRAL NE COMMUNITY ACTION PARTNERSHIP, INC.	Q2 22-23 Sixpence	Q2 22-23 Sixpence (ECE Reimb.)	01/24/2023	02/14/2023	1	58591		12,976.47
CENTNEBRRE	CENTRAL NEBRASKA REHABILITATION SERVICES	12.31.2022-0001	OT/PT Svcs (Dec)	01/06/2023	02/14/2023	1	58556		3,399.88
CENTLINK	CENTURY LINK	4433-01.10-0001	Phone Svc 754-4433	01/10/2023	02/14/2023	1	58557		259.12
CENTLINK	CENTURY LINK	6006-01.10-0001	Phone Svc 754-6006	01/10/2023	02/14/2023	1	58557		125.46
CITYLIBR	CITY OF ST. PAUL	Q4 2022 STMT	Library Shared Expenses (Q4)	12/31/2022	02/14/2023	1	58592		8,609.00
CITYOFST	CITY OF ST. PAUL	01.31.2023-0001	Electric, Water, Sewer	01/31/2023	02/14/2023	1	58558		10,193.69
COMPHARDW	COMPUTER HARDWARE	G20593	iPad and Apple TV	02/09/2023	02/14/2023	1	58593		428.95
COMPHARDW	COMPUTER HARDWARE	H37183	Laptop,MacBook and External HD	02/07/2023	02/14/2023	1	58593		2,671.02
CRESCENT	CRESCENT ELECTRIC SUPPLY	S511033453.001	GE Lamps (72)	01/10/2023	02/14/2023	1	58594		196.06
CRESCENT	CRESCENT ELECTRIC SUPPLY	S511109948.001	GE Lamps	02/07/2023	02/14/2023	1	58594		59.34
CULLIGAN	CULLIGAN OF GRAND ISLAND	01.31.2023-0001	HS/Elem Supplies	01/31/2023	02/14/2023	1	58559		113.00
DANA	DANA F. COLE & COMPANY	3382586	Balance 2020-2021 Audit	01/19/2023	02/14/2023	1	58595		6,028.00
DASSTACC	DAS STATE ACCOUNTING-CENTRAL FINANCE OCIO	1351906-0001	Internet Connection (Dec)	01/12/2023	02/14/2023	1	58560		238.13
DESIPLUS	DESIGNS PLUS	059869	Maintenance Staff Shirts	01/31/2023	02/14/2023	1	58596		100.00
EAKES	EAKES OFFICE SOLUTIONS	8641769-0	Elem. Workroom Supplies	01/12/2023	02/14/2023	1	58597		357.07
EAKES	EAKES OFFICE SOLUTIONS	8641769-1	Elem Office Supplies	01/19/2023	02/14/2023	1	58597		21.45
EAKES	EAKES OFFICE SOLUTIONS	8641959-0	Copier Supplies	01/12/2023	02/14/2023	1	58597		43.99
EAKES	EAKES OFFICE SOLUTIONS	8642922-0	Copier Supplies	01/12/2023	02/14/2023	1	58597		43.99
EAKES	EAKES OFFICE SOLUTIONS	8648614-0	HS Office Supplies	01/19/2023	02/14/2023	1	58597		144.28
EAKES	EAKES OFFICE SOLUTIONS	8648614-1	HS Office Supplies	02/02/2023	02/14/2023	1	58597		3.99
EAKES	EAKES OFFICE SOLUTIONS	8651996-0	Elem Workroom Supplies	01/26/2023	02/14/2023	1	58597		50.99
EAKES	EAKES OFFICE SOLUTIONS	8651996-1	Elem Workroom Supplies	02/02/2023	02/14/2023	1	58597		29.44
EAKES	EAKES OFFICE SOLUTIONS	8659425-0	HS Office Supplies	02/02/2023	02/14/2023	1	58597		433.98
EAKES	EAKES OFFICE SOLUTIONS	C8631752-0	Returned Supplies	01/27/2023	02/14/2023	1	58597		(98.99)

Invoice Listing - Summary

Posted - All; Batch Description 2 Records Selected; Processing Month 02/2023

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>CC:</u>	<u>Invoice Amount</u>
EAKES	EAKES OFFICE SOLUTIONS	INV419510--0002	Copiers Usage	02/23/2023	02/14/2023	1	58574		1,003.13
EAKES	EAKES OFFICE SOLUTIONS	INV427784-0001	(5) Copiers Contract	01/27/2023	02/14/2023	1	58574		500.00
FLINSCIE	FLINN SCIENTIFIC INC.	2825857	Science Lab Materials	01/11/2023	02/14/2023	1	58598		384.40
TOHAASTI	GB AUTO SERVICES, INC.	5559	Flat Repair	01/02/2023	02/14/2023	1	58599		54.00
GIAREA	GRAND ISLAND AREA ECONOMIC DEVELOPMENT CORPORATION	4190	Gallup Surveys (SP Dev Corp pd 1/2)	01/06/2023	02/14/2023	1	58600		459.77
PHONOGRAPH	HAPP, MICHAEL	01.31.2023-0001	Mtg Notices, All A Honor Roll	01/31/2023	02/14/2023	1	58575		295.79
HEARTDISPO	HEARTLAND DISPOSAL	161456-0001	28 Yd Compactor/30 Yd Roll-off	01/23/2023	02/14/2023	1	58576		251.45
HEARTDISPO	HEARTLAND DISPOSAL	162430-0001	Monthly Service Fee	01/24/2023	02/14/2023	1	58576		272.00
HOMEDEPO	HOME DEPOT PRO, THE	726971740	Maintenance Supplies	01/18/2023	02/14/2023	1	58601		798.92
HOMEDEPO	HOME DEPOT PRO, THE	726971757	Maintenance Supplies	01/18/2023	02/14/2023	1	58601		49.13
HOMEDEPO	HOME DEPOT PRO, THE	728369935	Maintenance Supplies	01/26/2023	02/14/2023	1	58601		45.72
HOMEDEPO	HOME DEPOT PRO, THE	729254508	Bath Tissue, Trash Bags, etc.	02/01/2023	02/14/2023	1	58601		2,855.94
HOMEDEPO	HOME DEPOT PRO, THE	729254516	Maintenance Supplies	02/01/2023	02/14/2023	1	58601		50.80
HOMEDEPO	HOME DEPOT PRO, THE	729254524	Maintenance Supplies	02/01/2023	02/14/2023	1	58601		10.45
HOMETLEAS	HOMETOWN LEASING	Pmt 5-0001	Elem-Copier Lease	02/01/2023	02/14/2023	1	58577		100.00
HOMEMARK	HOMETOWN MARKET	01.03.2023 Stmt	Supplies for SPED, Backpack, FCS, et	01/03/2023	02/14/2023	1	58602		216.16
HOMEMARK	HOMETOWN MARKET	02.03.2023 Stmt	Supplies - SPED, FCS, Backpack, etc.	02/03/2023	02/14/2023	1	58602		789.45
HOWARDCOM E	HOWARD COUNTY MEDICAL CENTER	HBAG131794	Driver Lab Fees	12/26/2022	02/14/2023	1	58603		41.00
INTEALLB	INTERSTATE ALL BATTERY CENTER	1905801008856	Batteries	01/06/2023	02/14/2023	1	58604		61.20
INTEALLB	INTERSTATE ALL BATTERY CENTER	1905801008996	Tech Battery Backup	02/09/2023	02/14/2023	1	58604		208.80
JACOBSFORD	JACOBS FORD	67854	'09 Expedition - Transmission Repair	01/11/2023	02/14/2023	1	58605		2,428.19
WITTJAMES	JAMES, WITT	01.11.2023 Inv.	Rule 10 Safety Review	01/11/2023	02/14/2023	1	58606		500.00
JOSTENS	JOSTENS	30076822	Graduation Supplies	01/18/2023	02/14/2023	1	58607		12.40
KCAV	KCAV	36262	Projector	02/07/2023	02/14/2023	1	58608		1,268.00
KIDACADEMY	KID ACADEMY	0055	Preschool Expense (Dec)	12/31/2022	02/14/2023	1	58609		782.02
KIDACADEMY	KID ACADEMY	0056	Preschool Expense (Jan)	01/31/2023	02/14/2023	1	58609		1,052.93
KSBSCHOLAW	KSB SCHOOL LAW	13476	Legal Svcs (Jan)	02/02/2023	02/14/2023	1	58610		110.00
LIVEWELL	LIVE WELL COUNSELING CENTER	01.10.2023-0001	School Interventionist (Feb)	01/10/2023	02/14/2023	1	58578		833.33
LIVEWELL	LIVE WELL COUNSELING CENTER	02.09.2023-0001	School Interventionist (Mar)	02/09/2023	02/14/2023	1	58578		833.33
MATHESON	MATHESON TRI-GAS INC.	0027023452	(8) Welders-CNH Industrial Grant	01/11/2023	02/14/2023	1	58611		19,999.00
MATHESON	MATHESON TRI-GAS INC.	0027100878	STS Classroom Supplies	01/30/2023	02/14/2023	1	58611		18.91
MENARDS	MENARDS	56488	Maintenance Supplies	01/26/2023	02/14/2023	1	58612		119.07
MIDAMRESCH	MID-AMERICAN RESEARCH CHEMICAL	0781430-IN	Floor Finish and Stripper	01/20/2023	02/14/2023	1	58613		3,741.00
MIDWBUSRE	MIDWEST BUS REPAIR	0123-121240	Transportation Parts	01/10/2023	02/14/2023	1	58614		327.06
MIDWBUSRE	MIDWEST BUS REPAIR	0123-232711	2006 Blue Bird-Fuel System Repairs	01/30/2023	02/14/2023	1	58614		175.63
MIDWBUSRE	MIDWEST BUS REPAIR	0123-309433	2015 Blue Bird-Turbocharger Repair	01/02/2023	02/14/2023	1	58614		2,019.77

Invoice Listing - Summary

Posted - All; Batch Description 2 Records Selected; Processing Month 02/2023

Vendor ID	Vendor Name	Invoice Number	Description	Invoice Date	Check Date	Checking Account ID	Check Number	CC:	Invoice Amount
MIDWBUSRE	MIDWEST BUS REPAIR	0223-111129	2023 Bus Camera Install	02/06/2023	02/14/2023	1	58614		385.00
MIDWBUSRE	MIDWEST BUS REPAIR	1222-232711	2006 Blue Bird-Fuel System Repairs	01/15/2023	02/14/2023	1	58614		417.69
MIDWBUSRE	MIDWEST BUS REPAIR	1222-510328	2011 Thomas Bus - Trans Repairs	01/02/2023	02/14/2023	1	58614		351.25
MIDWBUSRE	MIDWEST BUS REPAIR	1222-AW1375	2011 Thomas Bus - Trans Repairs	01/02/2023	02/14/2023	1	58614		193.00
MORRISPLUM	MORRIS PLUMBING, INC.	20222173368	Plumbing Repairs	01/23/2023	02/14/2023	1	58615		237.80
NASB	NE ASSOC. OF SCHOOL BOARDS	11737-Q0P4X5	Budget & Finance Wkshop (2)	01/17/2023	02/14/2023	1	58616		136.00
NASB	NE ASSOC. OF SCHOOL BOARDS	23-24 Dues	School Membership Dues 23-24	01/29/2023	02/14/2023	1	58616		4,879.00
NASB	NE ASSOC. OF SCHOOL BOARDS	47506	Online Superintendent Evaluation Fees	01/10/2023	02/14/2023	1	58616		250.00
NDE	NEBRASKA DEPARTMENT OF EDUCATION	01.31.2023	2023 Transition Hybrid Conference (3)	01/31/2023	02/14/2023	1	58617		300.00
NEBRLEADER	NEBRASKA LEADERSHIP SEMINAR INC	2023 Seminar	2023 NE Leadership Seminar (6)	01/12/2023	02/14/2023	1	58618		1,200.00
NEBRCENT	NEBRASKA/CENTRAL EQUIPMENT INC.	0170848-IN	Transportation Parts	01/20/2023	02/14/2023	1	58619		169.05
PARTSBIN	PARTS BIN, INC., THE	01.31.2023-0001	Transp. Parts & Supplies/Maint Supplies	01/31/2023	02/14/2023	1	58579		266.64
PLATFORMAT	PLATFORM ATHLETICS, LLC	4327	Online PE Platform	01/09/2023	02/14/2023	1	58620		1,200.00
RENTOKIL	RENTOKIL NORTH AMERICA, INC.	30215053-0001	Pest Control	01/26/2023	02/14/2023	1	58580		118.65
RENTOKIL	RENTOKIL NORTH AMERICA, INC.	30215054-0001	Pest Control-Preschool	01/25/2023	02/14/2023	1	58580		41.81
SESMITH	S.E. SMITH & SONS	01.25.2023-0001	Maint Supp, STS and Art Classes	01/25/2023	02/14/2023	1	58581		1,297.86
SMARTGEN	SMART GEN SOCIETY INC	160	Student Workshop (SP Ed Foundation Reim)	01/31/2023	02/14/2023	1	58621		1,775.00
SMITWELD	SMITH WELDING SHOP, INC.	23539	STS Supplies	12/01/2022	02/14/2023	1	58622		76.86
SMITWELD	SMITH WELDING SHOP, INC.	24016	STS Classroom Supplies	12/20/2022	02/14/2023	1	58622		5,307.23
SPORTSAFE	SPORTS SAFE TESTING SERVICE, INC.	12594-0001	Activities Drug & Alcohol Testing Fee	02/01/2023	02/14/2023	1	58582		744.00
STPAULPU	ST. PAUL DISTRICT REIMBURSEMENT ACCT	01.31.2023-0001	Class Supplies, Memberships,etc	01/31/2023	02/14/2023	1	58583		1,523.46
TEREINTERP	TERESA INTERPRETING SERVICE	11.11.2022-0001	Interpreter (CNCAP Reimbursed)	11/11/2022	02/14/2023	1	58584		76.00
TRUCCENTOM	TRUCK CENTER COMPANIES	DE-17910	2023 Thomas Bus (ESSER III)	01/30/2023	02/14/2023	1	58623		110,120.00
TRUCCENTOM	TRUCK CENTER COMPANIES	RA105006615:01	2011 Freightliner Repairs	01/06/2023	02/14/2023	1	58623		474.38
TRUCCENTOM	TRUCK CENTER COMPANIES	XA106114851:01	Transportation Parts	01/12/2023	02/14/2023	1	58623		544.25
USBANKCC	U.S. BANK	01.25.2023-0001	Class Supp, Tech, Dues,etc	01/25/2023	02/14/2023	1	58585		8,866.76
UNITEART	UNITED ART AND EDUCATION	INV167401	Art Class Supplies	01/10/2023	02/14/2023	1	58624		160.83
JOHNNYS	VIRGINIA IRVINE	89212	Re-keying Facilities	01/06/2023	02/14/2023	1	58625		5,326.00
WEXBANK	WEX Bank	01.31.2023-0001	Fuel	01/31/2023	02/14/2023	1	58586		6,399.97
YANDAS	YANDA'S MUSIC	628348	HS Gym Sound System	01/02/2023	02/14/2023	1	58626		6,438.70
YANDAS	YANDA'S MUSIC	628363	Microphone	01/02/2023	02/14/2023	1	58626		25.00
YANDAS	YANDA'S MUSIC	631682	Oboe Rental	01/23/2023	02/14/2023	1	58626		160.00
YANDAS	YANDA'S MUSIC	632920	Bluetooth Receiver	02/01/2023	02/14/2023	1	58626		398.00

Report Total: 267,587.57

St. Paul Public Schools

Dec 2022 Credit Card Report (12.26.2022 - 01.25.2023)

Date	Transaction	Amount	Description
2023/01/06	WEISSMAN'S THEATRICAL SU	\$596.00	DANCE STATE UNIFORMS
2023/01/09	SAMS CLUB	\$252.62	MATH/SCIENCE CLUB SUPPLIES
2023/01/16	VEXROBOTICS	\$90.50	ROBOTICS SUPPLIES
2023/01/16	EMBASSY SUITES OKLAHOMA	\$491.88	HOTEL - NAT'L ASSOC SOFTBALL CLINIC
2023/01/17	AMAZON	\$67.92	MUSICAL SUPPLIES
2023/01/17	NEBRASKA COACHES ASSOCIAT	\$83.20	TRACK & FIELD CLINIC
2023/01/19	AMAZON	\$99.79	FRESHMAN CLASS SUPPLIES
2023/01/19	AMAZON	\$8.99	MUSICAL SUPPLIES
2023/01/19	AMAZON	\$25.99	MUSICAL SUPPLIES
2023/01/19	AMAZON	\$23.99	MUSICAL SUPPLIES
2023/01/19	AMAZON	\$18.99	CHEER SUPPLIES
2023/01/19	AMAZON	\$257.64	MUSICAL SUPPLIES
2023/01/23	SAMS CLUB	\$235.76	MATH/SCIENCE CLUB SUPPLIES
2023/01/23	APPLE.COM	\$11.70	ATHLETICS MUSIC SUBSCRIPTION
2023/01/11	MATHCOUNTS	\$360.00	REGISTRATIONS
2023/01/25	AMAZON	\$491.26	CLASSROOM SUPPLIES - AG
2023/01/16	AMAZON	\$14.35	MAINTENANCE SUPPLIES
2023/01/19	AMAZON	\$159.96	MAINTENANCE SUPPLIES
2023/01/20	AMAZON	\$19.96	MAINTENANCE SUPPLIES
2022/12/28	AMAZON	\$73.55	OFFICE SUPPLIES - BUSINESS MANAGER
2023/01/05	LATHEM TIME CORPORATION	\$15.47	OFFICE SUPPLIES - BUSINESS MANAGER
2023/01/10	AMAZON	\$11.99	OFFICE SUPPLIES - BUSINESS MANAGER
2023/01/18	AMAZON	\$19.99	OFFICE SUPPLIES - BUSINESS MANAGER
2023/01/09	ONE SOURCE THE BACKGROUND	\$32.00	STAFF BACKGROUND SCREENING/E-VERIFY
2022/12/28	AMAZON	\$100.74	CLASSROOM SUPPLIES - FCS
2022/12/29	AMAZON	\$38.90	CLASSROOM SUPPLIES - FCS
2022/12/29	AMAZON	\$13.18	CLASSROOM SUPPLIES - FCS
2022/12/27	AMZN MKTP US*2S60A49W3	\$98.44	GUIDANCE COUNSELOR SUPPLIES - SEC
2023/01/24	AMAZON	\$92.47	GUIDANCE COUNSELOR SUPPLIES - SEC
2023/01/04	CASEY'S	\$106.50	TEACHER IN-SERVICE MEAL
2023/01/20	USPS	\$120.00	POSTAGE
2023/01/24	NE COUNCILOF SCHOOL ADMN	\$100.00	2023 HEARING OFFICER TRAINING
2022/12/29	AMAZON	\$131.08	PRINCIPAL SUPPLIES
2023/01/20	AMAZON	\$9.49	OFFICE SUPPLIES - ELEM
2023/01/12	AMAZON	\$26.04	PRINCIPAL SUPPLIES - HS
2023/01/16	NEBRASKA EDUCATIONAL T	\$224.00	NETA CHAMPIONS CONFERENCE
2023/01/20	QUIZIZZ INC	\$96.00	WEB-BASED SUBSCRIPTION
2023/01/16	AMAZON	\$57.98	CLASSROOM SUPPLIES - ELEM
2023/01/16	AMAZON	\$27.77	CLASSROOM SUPPLIES - ELEM
2023/01/17	AMAZON	\$13.73	CLASSROOM SUPPLIES - ELEM
2023/01/18	AMAZON	\$16.98	CLASSROOM SUPPLIES - ELEM
2023/01/19	AMAZON	\$42.95	CLASSROOM SUPPLIES - ELEM
2023/01/09	AMAZON	\$137.40	CLASSROOM SUPPLIES - SEC
2023/01/10	AMAZON	\$144.90	CLASSROOM SUPPLIES - SEC
2023/01/10	AMAZON	\$244.75	CLASSROOM SUPPLIES - SEC

St. Paul Public Schools

Dec 2022 Credit Card Report (12.26.2022 - 01.25.2023)

Date	Transaction	Amount	Description
2023/01/12	AMAZON	\$19.98	CLASSROOM SUPPLIES - SEC
2023/01/12	AMAZON	\$13.98	CLASSROOM SUPPLIES - SEC
2023/01/23	TEACHERSPAYTEACHERS.COM	\$28.90	CLASSROOM SUPPLIES - SEC
2023/01/19	AMAZON	\$42.75	NURSING SUPPLIES
2023/01/23	AMAZON	\$41.87	NURSING SUPPLIES
2023/01/24	NASP	\$409.00	SCHOOL PYSCHOLOGIST CONVENTION (2/7-2/10)
2023/01/11	AMAZON	\$159.99	CLASSROOM SUPPLIES - STS
2023/01/24	AMAZON	\$31.36	TECH SUPPLIES
2023/01/24	AMAZON	\$534.50	TECH SUPPLIES
2023/01/12	AMAZON	\$237.20	TECH SUPPLIES
2023/01/13	AMAZON	\$3,499.93	MEDIA CHARGING CARTS (7) - REIMB BY SP EDUC. FOUNDATION
2023/01/24	AMAZON	\$132.62	TECH SUPPLIES
2023/01/23	EZCATERSUBWAY	\$193.56	MEAL FOR HELP - SPELLING BEE
2023/01/11	AMAZON	\$55.12	SPEECH SUPPLIES
2023/01/11	AMAZON	\$122.22	SPEECH SUPPLIES
2023/01/16	AMAZON	\$67.98	SPEECH SUPPLIES
2023/01/18	AMAZON	\$68.97	SPEECH SUPPLIES
2023/01/11	AMAZON	\$525.00	SCANNER
	Total	\$11,491.73	
	General Fund Total	\$8,866.76	
	Activities Fund Total	\$2,624.97	
		\$11,491.73	

Reimbursements January 2023

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Kurt Harders	Anatomy Class Supplies	\$44.07
Ryan Camden	Transporation Driver Supplies	\$29.57
Jaime Camden	Counselor Conference - Meal	\$26.00
Sysco	Testing Snacks 7-12	\$790.80
NE Council on Econ. Education	Loper Business Invitational	\$300.00
Maria Montemagni	FCS Supplies	\$58.37
Krista Sipes	Music Program Supplies	\$61.15
Tara Sjuts	6th Grade Math Materials	\$13.50
Postage	Postage	\$200.00
	Total	<u><u>\$1,523.46</u></u>

St. Paul Public School

Adam Patrick, Superintendent
 Jen Hagen, Secondary Principal
 Alex Egger, Elementary Principal
 Rick Peters, Dean of Students/AD
 Kim Schulte, Special Education Director

1305 Howard Ave.
 POB 325
 St. Paul, NE 68873
 Phone (308) -754-4433
 Fax (308)-754-5374
 www.stpaulpublicschools.org



BOARD OF EDUCATION

PAGE 1

February 13, 2023

FINANCIAL REPORT

<u>GENERAL FUND</u>		
BEGINNING BALANCE		\$ 1,861,639.63
<u>RECEIPTS:</u>		
Local County Taxes - Howard	\$ 1,215,588.63	
Local County Taxes - Greeley	\$ 4,832.66	
State Aid	\$ 194,556.00	
HAL-Archer Credit Union Pride Cards	\$ 569.78	
St. Paul Educational Foundation - Speaker	\$ 2,275.00	
St. Paul Educational Foundation - Media Carts	\$ 3,750.00	
CNH Industrial - Welders	\$ 20,840.00	
Chromebook and iPad Sales	\$ 220.00	
Miscellaneous Receipts	\$ 29.95	
CNCAP - Interpreter Reimbursements	\$ 180.00	
Workman's Comp 21-22 Audit Refund	\$ 2,227.00	
SPED School Age	\$ 37,609.00	
Interest	\$ 3,969.44	
TOTAL RECEIPTS:	\$	1,486,647.46
LESS DISBURSEMENTS FOR CURRENT BOARD MEETING:		
Bills	\$ (71,978.50)	
Salaries & Benefits	\$ (610,378.87)	
	\$	(682,357.37)
GRAND TOTAL GENERAL FUND MONTH ENDED - JANUARY 31, 2023		\$ 2,665,929.72
<i>FUND TOTAL FROM PREVIOUS YEAR</i>		<i>\$ 2,435,584.26</i>

Budget 2022-2023	\$ 10,864,079.00	
Sept - Jan Expenditures	\$ (3,912,777.58)	36.02%
Remaining Budget	\$ 6,951,301.42	
Current Month:		
Bills	\$ (267,587.57)	
Salary & Wages	\$ (621,158.06)	
Local Property Taxes	\$ 299,930.14	
	\$ (588,815.49)	
Fund Account Total	\$ 2,077,114.23	

BUILDING MAINTENANCE FUND			
CHECKING	BEGINNING BALANCE		\$ 2,029.38
	Transfer from MMA	\$ -	
	Vendor Checks	\$ -	
	Misc.	\$ -	
	Interest	\$ 0.18	
			\$ 0.18
	ACCOUNT TOTAL		\$ 2,029.56
MONEY MARKET	BEGINNING BALANCE		\$ 600,208.26
	Local County Taxes - Howard	\$ 24,212.61	
	Local County Taxes - Greeley	\$ 98.99	
	Greeley County	\$ -	
	Interest	\$ 240.69	
			\$ 24,552.29
	ACCOUNT TOTAL		\$ 624,760.55
GRAND TOTAL BUILDING MAINTENANCE FUND - JANUARY 31, 2023			\$ 626,790.11

Budget 2022-2023	\$ 830,201.00
Sept - Jan Expenditures	\$ -
Remaining Budget	\$ 830,201.00
Current Month:	
Local Property Taxes	\$ 4,900.62
Fund Account Total	\$ 631,690.73

DEPRECIATION FUND				
CHECKING	BEGINNING BALANCE		\$ 141.85	
	Transfer from MMA	\$ -		
	Vendor Bills	\$ -		
	Purchased Vehicle	\$ -		
	Interest	\$ 0.01		
			\$ 0.01	
	ACCOUNT TOTAL		\$ 141.86	
MONEY MARKET	BEGINNING BALANCE		\$ 554,477.61	
	Transfer to Checking	\$ -		
	Transfer from General Fund	\$ -		
	Interest	\$ 218.75		
			\$ 218.75	
		ACCOUNT TOTAL		\$ 554,696.36
GRAND TOTAL DEPRECIATION FUND - JANUARY 31, 2023			\$ 554,838.22	

Budget 2022-2023	\$ 576,074.00
Sept - Jan Expenditures	\$ (22,000.00)
Remaining Budget	\$ 554,074.00
Current Month:	
Fees Refunded	\$ -
Equipment Sold	\$ -
Fund Account Total	\$ 554,838.22

BOND FUND			
CHECKING	BEGINNING BALANCE		\$ 5,217.30
	Transfer from MMA	\$ -	
	Bond Payment - via ACH	\$ -	
	Interest	\$ 0.46	
			\$ 0.46
	ACCOUNT TOTAL		\$ 5,217.76
MONEY MARKET	BEGINNING BALANCE		\$ 321,537.92
	Local County Taxes - Howard	\$ 88,456.19	
	Local County Taxes - Greeley	\$ 361.36	
	Transfer to Checking	\$ -	
	Interest	\$ 125.41	
			\$ 88,942.96
	ACCOUNT TOTAL		\$ 410,480.88
GRAND TOTAL BOND FUND - JANUARY 31, 2023			\$ 415,698.64

Budget 2022-2023	\$ 652,027.00
Sept - Jan Expenditures	\$ -
Remaining Budget	\$ 652,027.00
Current Month:	
Bond Payment	\$ (253,748.50)
Local Property Taxes	\$ 17,966.87
	\$ (235,781.63)
Fund Account Total	\$ 179,917.01

HOT LUNCH FUND			
CHECKING	BEGINNING BALANCE		\$ 162,929.23
	Federal/State Receipts	\$ 14,508.56	
	Meal Account Receipts	\$ 21,201.30	
	Milk Account, ASP and Other Receipts	\$ 4,566.74	
	Head Start and Preschool Tuition	\$ 3,604.60	
	Vendor Rebate Adjustment	\$ 145.03	
	Interest	\$ 28.37	
	Payroll	\$ (14,932.94)	
	Exp.: Food, Milk/Juice, Steamer Repairs, etc.	\$ (52,400.72)	
			\$ (23,279.06)
		ACCOUNT TOTAL	
MONEY MARKET	BEGINNING BALANCE		\$ 62,208.76
	Deposits	\$ -	
	Transfer Checking	\$ -	
	Interest	\$ 21.81	
			\$ 21.81
	ACCOUNT TOTAL		\$ 62,230.57
GRAND TOTAL HOT LUNCH FUND - JANUARY 31, 2023			\$ 201,880.74

Budget 2022-2023	\$ 457,290.00
Sept - Jan Expenditures	\$ (252,142.78)
Remaining Budget	\$ 205,147.22

		<u>EMPLOYEE BENEFIT FUND</u>	
CHECKING	BEGINNING BALANCE		\$ 257.51
	Interest	\$ 0.02	
			\$ 0.02
	ACCOUNT TOTAL		\$ 257.53
MONEY MARKET	BEGINNING BALANCE		\$ 16,175.78
	Interest	\$ 3.55	
			\$ 3.55
	ACCOUNT TOTAL		\$ 16,179.33
GRAND TOTAL EMPLOYEE BENEFIT FUND - JANUARY 31, 2023			\$ 16,436.86

Budget 2022-2023	\$ 17,128.00
Sept - Jan Expenditures	\$ -
Remaining Budget	\$ 17,128.00

Activity Fund Balance Report - Summary - Exclude Encumbrances

01/2023 - 01/2023

Regular; Beginning Month 01/2023; Processing Month 01/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 STUDENT ACTIVITY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0100	GENERAL FUND EQUITY	4,226.73	0.00	89.00	0.00	4,315.73
05 704 0101	STUDENAT AGENDA EQUITY	1,096.48	0.00	0.00	0.00	1,096.48
05 704 0103	WILDCAT EXPRESS EQUITY	1,087.64	119.51	683.25	0.00	1,651.38
05 704 0104	ELEMENTARY EQUITY	110.37	108.00	0.00	0.00	2.37
05 704 0105	ESU REIMB EQUITY	3,036.03	0.00	0.00	0.00	3,036.03
05 704 0106	INTEREST EQUITY	3,253.97	0.00	344.16	0.00	3,598.13
05 704 0113	YEARBOOK 2015 EQUITY	8,366.92	0.00	0.00	0.00	8,366.92
05 704 0213	CLASS OF 2023 EQUITY	4,269.54	0.00	0.00	0.00	4,269.54
05 704 0214	CLASS OF 2021 EQUITY	1,293.00	0.00	0.00	0.00	1,293.00
05 704 0215	CLASS OF 2019 EQUITY	4,888.82	0.00	0.00	0.00	4,888.82
05 704 0216	CLASS OF 2025 EQUITY	1,634.61	0.00	0.00	0.00	1,634.61
05 704 0217	CLASS OF 2022 EQUITY	0.00	0.00	0.00	0.00	0.00
05 704 0302	SPIRIT SQUAD EQUITY	(274.65)	0.00	1,290.81	0.00	1,016.16
05 704 0303	ROBOTICS EQUITY	2,393.36	0.00	40.00	0.00	2,433.36
05 704 0304	DANCE SQUAD EQUITY	615.73	46.90	251.50	0.00	820.33
05 704 0320	SCHOLARSHIP EQUITY	31,362.92	21,550.00	8,250.00	0.00	18,062.92
05 704 0340	VOCAL MUSIC EQUITY	1,285.29	0.00	129.00	0.00	1,414.29
05 704 0350	INSTRUMENTAL MUSIC EQUITY	285.97	2,013.10	0.00	0.00	(1,727.13)
05 704 0359	ONE ACT EQUITY	13.08	0.00	0.00	0.00	13.08
05 704 0360	MUSICAL/VARIETY SHOW EQUITY	2,612.99	0.00	0.00	0.00	2,612.99
05 704 0362	ALL SCHOOL PLAY EQUITY	1,197.93	0.00	0.00	0.00	1,197.93
05 704 0370	STUDENT COUNCIL EQUITY	193.88	0.00	0.00	0.00	193.88
05 704 0380	SENIOR ART TRIP EQUITY	432.74	0.00	0.00	0.00	432.74
05 704 0381	ART CLUB EQUITY	3,723.41	734.82	230.00	0.00	3,218.59
05 704 0390	TRANSPORTATION FUND EQUITY	3,115.62	0.00	0.00	0.00	3,115.62
05 704 0500	ATHLETICS EQUITY	2,576.07	6,322.91	2,889.00	0.00	(857.84)
05 704 0501	WRESTLING FUND EQUITY	(113.33)	0.00	0.00	0.00	(113.33)
05 704 0502	WEIGHT ROOM KEYS EQUITY	1,802.51	0.00	0.00	0.00	1,802.51
05 704 0503	FOOTBALL FUND EQUITY	2,362.33	0.00	0.00	0.00	2,362.33
05 704 0504	GIRLS BASKETBALL FUND EQUITY	1,334.27	760.00	908.02	0.00	1,482.29
05 704 0505	GIRLS GOLF EQUITY BALANCE	3,068.77	75.00	0.00	0.00	2,993.77
05 704 0506	BOYS BASKETBALL -FULLER EQUITY	3,098.07	3,130.50	33.00	0.00	0.57
05 704 0507	VOLLEYBALL EQUITY	1,437.43	0.00	0.00	0.00	1,437.43
05 704 0508	SOFTBALL EQUITY	3,190.29	0.00	0.00	0.00	3,190.29
05 704 0509	CONCESSIONS EQUITY	9,209.21	6,573.52	8,174.97	0.00	10,810.66
05 704 0510	TENNIS EQUITY	12.65	0.00	0.00	0.00	12.65

Activity Fund Balance Report - Summary - Exclude Encumbrances

01/2023 - 01/2023

Regular; Beginning Month 01/2023; Processing Month 01/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 STUDENT ACTIVITY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0600	FFA EQUITY	20,305.49	9,064.52	22,383.00	0.00	33,623.97
05 704 0602	MATILDA EQUITY	12,504.92	1,258.71	1,700.80	0.00	12,947.01
05 704 0700	FCCLA EQUITY	4,295.22	25.04	0.00	0.00	4,270.18
05 704 0800	FBLA EQUITY	3,273.80	1,086.00	683.68	0.00	2,871.48
05 704 0801	MATH/SCIENCE CLUB EQUITY	12,278.01	751.46	96.50	0.00	11,623.05
Fund Total: 05		160,858.09	53,619.99	48,176.69	0.00	155,414.79



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 13th day of February in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Howard County School District No. 47-0001, commonly known as
St. Paul Public Schools
1305 Howard Ave.
P.O. Box 325
St. Paul, NE 68873
(308) 754-4433
Attn: Superintendent Adam Patrick

and the Architect:
(Name, legal status, address and other information)

Wilkins Architecture Design Planning LLC
2908 West 39th Street, Suite A
Kearney, NE 68845
Attn: Jacob Sertich, AIA
(308) 237-5787
jsertich@wilkinsadp.com

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Facility Audit and Pre-Bond Services
St. Paul Public Schools
1305 Howard Ave.
P.O. Box 325
St. Paul, NE 68873

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 Professional Services The Architect shall provide the following professional services:
(Paragraphs deleted)

A facility audit to evaluate Owner's existing facilities and to provide recommendations for Owner's current use and anticipated future demands; planning, schematic design, and feasibility services in preparation for a potential school bond initiative.

§ 1.1.1 Licensure The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.1.2 Scope of Work The Architect's scope of work specifically includes, but is not necessarily limited to, a facilities assessment, programming, site evaluation and investigation, master planning, conceptual designs, renderings, graphics, feasibility study, budgeting/cost estimating, sit visits, attending board meetings, planning meetings, and community meetings. The Architect's scope of work includes all professional services described in section 1.1 necessary to plan a conceptual project and prepare for and conduct a school bond election, including but not necessarily limited to all services provided to the Owner by the Architect prior to and including the date of any school bond election. The parties agree that (1) if the Owner choose to pursue an actual construction project of an undetermined scope in the future, and (2) if the Owner chooses to engaged the Architect for such future actual project, then the parties will enter into a new agreement covering such future scope of work.

§ 1.1.3 Items Excluded from Scope of Work The following items are specifically excluded from the Architect's scope of work and are not included in the Architect's compensation as stated in Article 6 below:

- .1 Topographic Surveying Services
- .2 Geotechnical Exploration/Engineering

§ 1.2 Schedule Many of the scopes can and will run concurrently. Depending upon how stakeholder and board/building committee review meetings are scheduled, the Parties assume an overall timeline of approximately ten (10) to twelve (12) weeks. The parties anticipate that a report of the facility audit will be ready by June 1, 2023, with additional work to follow that.

§ 1.2 Standard of Care The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 1.3 Architect's Representative The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.
(List name, address, and other contact information.)

Jacob Sertich, AIA
Wilkins Architecture Design Planning LLC
2908 West 39th Street, Suite A
Kearney, NE 68845
(308) 237-5787
jsertich@wilkinsadp.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 Insurance The Architect shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project, if applicable, or the date on which the Architect last furnishes services to the Owner arising from or related to the Project.

§ 1.5.1 Commercial General Liability insurance written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of injury to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Architect's obligations under this Agreement.

The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same

§ 1.5.2 Automobile Liability insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 1.5.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 1.5.3 Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 1.5.4 Employers' Liability insurance with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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§ 1.5.5 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 1.5.1, 1.5.2, and 1.5.4 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

§ 1.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability, including without limitation the insurance required by sections 1.5.1, 1.5.2, and 1.5.5, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 1.5.6, particularly to the extent that such policy(ies) include any so-called "insured-versus-insured" exclusion.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner's acceptance of the Architect's certificate(s) of insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ 1.5.9 The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 1.5 the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

§ 1.5.10 Architect shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention. Owner acknowledges that Architect's professional liability policy includes a deductible in the amount of \$100,000.

§ 1.5.11 The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will

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contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect assumes all responsibility for monitoring its consultant's insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ 1.5.12 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 1.5 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 1.5 a material breach of the Architect's obligations under this Agreement.

§ 1.5.13 All of the coverage limits stated in this Section 1.5 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

§ 1.5.14 The Architect's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Superintendent Adam Patrick
St. Paul Public Schools
1305 Howard Ave.
P.O. Box 325
St. Paul, NE 68873
adam.patrick@spwildcat.org
(308) 754-4433

§ 2.3 The Architect shall coordinate its Services and this of its Consultants with services provided by the Owner, if any.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for Performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence of failure to perform.

§ 2.5 Intentionally deleted.

§ 2.6 Intentionally deleted.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents, if any. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival

records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the Owner. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

§ 3.2 If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

§ 3.3 The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

(Paragraphs deleted)

ARTICLE 4 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 4.1 The Architect and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

§ 4.2 Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

ARTICLE 5 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 5.1 The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

§ 5.2 Unless otherwise noted herein, the Architect shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

§ 5.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 5.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 5.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have

no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 5.6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as follows:

Lump sum fee of Seven Thousand Nine Hundred Fifty Dollars (\$7,950).

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include only those expenses incurred by the Architect and the Architect's consultants directly related to the Project that are listed in this section 6.2.1 as follows:

.1

(Paragraphs deleted)

Mileage associated with travel for the Project shall be reimbursed based on the then-current Federal allowable per mile rate; and

(Paragraphs deleted)

.2 Printing of poster boards and bulk printing, each billed at the Architect's actual cost plus 10%; and

§ 6.2.2 All Reimbursable Expenses will be billed as they accrue and are capped at a maximum of \$500 for the entire Project. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)

§ 6.3 Payments to the Architect

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. So long as the Owner receives no later than the first Monday of the month an invoice from the Architect for services performed, then the Owner shall pay the undisputed amounts invoiced by the Architect within 30 days of receipt thereof provided that the board's regular meeting scheduled for the second Monday of the month actually occurs. Any payment not made within 20 days following the next regularly scheduled meeting that actually occurs after the Architect's invoice is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

(Paragraphs deleted)

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the internal laws of the State of Nebraska, without regard to its choice of law rules. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 The Architect is not responsible in any way for the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on the Project site unless the hazardous materials or toxic substances were brought to the Project site by the Architect or pursuant to the Architect's directives. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials upon the prior written approval of the Owner. The Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary and the Architect shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 Intentionally deleted.

(Paragraph deleted)

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 7.11 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Jacob Sertich, AIA. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 7.12 The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska.

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If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 7.13 The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 7.14 The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

§ 7.15 Indemnification

§ 7.15.1 To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 7.15.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 7.15.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 7.15.2 The indemnification obligation under this Section 7.15 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 7.16 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

§ 7.17 The Architect and all Subcontractors and Consultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Architect and all Subcontractors and Consultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Architect and all Subcontractors and Consultants, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these laws, regulations, or policies or this provision.

§ 7.18 The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 7.19 The Architect acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 7.20 When present on Owner's property, Architect and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;
- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 7.21 The Architect shall not design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

§ 7.22 The parties agree that this Agreement is for a facility study and all pre-bond professional services as in Article 1. Nothing herein shall be construed to require the Owner to engage or retain the Architect for any actual construction project of an undetermined scope in the future. Likewise, as of the date of this Agreement, the Architect has not agreed to provide professional services to the Owner after a potential school bond election for such an actual construction project of an undetermined scope.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

Adam Patrick, Superintendent
St. Paul Public Schools
(Printed name and title)

Jacob Sertich, AIA
Wilkins Architecture Design Planning LLC
(Printed name, title, and license number, if required)



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AGREEMENT made as of the 13th day of February in the year 2023

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Howard County School District No. 47-0001, commonly known as
St. Paul Public Schools
1305 Howard Ave.
P.O. Box 325
St. Paul, NE 68873
(308) 754-4433
Attn: Superintendent Adam Patrick

...

Wilkins Architecture Design Planning LLC
2908 West 39th Street, Suite A
Kearney, NE 68845
Attn: Jacob Sertich, AIA
(308) 237-5787
jsertich@wilkinsadp.com

(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Facility Audit and Pre-Bond Services
St. Paul Public Schools
1305 Howard Ave.
P.O. Box 325
St. Paul, NE 68873

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§ 1.1 Professional Services The Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

A facility audit to evaluate Owner's existing facilities and to provide recommendations for Owner's current use and anticipated future demands; planning, schematic design, and feasibility services in preparation for a potential school bond initiative.

§ 1.1.1 Licensure The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.1.2 Scope of Work The Architect’s scope of work specifically includes, but is not necessarily limited to, a facilities assessment, programming, site evaluation and investigation, master planning, conceptual designs, renderings, graphics, feasibility study, budgeting/cost estimating, sit visits, attending board meetings, planning meetings, and community meetings. The Architect’s scope of work includes all professional services described in section 1.1 necessary to plan a conceptual project and prepare for and conduct a school bond election, including but not necessarily limited to all services provided to the Owner by the Architect prior to and including the date of any school bond election. The parties agree that (1) if the Owner choose to pursue an actual construction project of an undetermined scope in the future, and (2) if the Owner chooses to engaged the Architect for such future actual project, then the parties will enter into a new agreement covering such future scope of work.

§ 1.1.3 Items Excluded from Scope of Work The following items are specifically excluded from the Architect’s scope of work and are not included in the Architect’s compensation as stated in Article 6 below:

- .1 Topographic Surveying Services
- .2 Geotechnical Exploration/Engineering

§ 1.2 ~~The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~ **Schedule** Many of the scopes can and will run concurrently. Depending upon how stakeholder and board/building committee review meetings are scheduled, the Parties assume an overall timeline of approximately ten (10) to twelve (12) weeks. The parties anticipate that a report of the facility audit will be ready by June 1, 2023, with additional work to follow that.

§ 1.2 Standard of Care The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 Architect’s Representative The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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Jacob Sertich, AIA
Wilkins Architecture Design Planning LLC
2908 West 39th Street, Suite A
Kearney, NE 68845
(308) 237-5787
jsertich@wilkinsadp.com

...

§ 1.5 ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.~~ **Insurance** The Architect shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project, if applicable, or the date on which the Architect last furnishes serves to the Owner arising from or related to the Project.

§ 1.5.1 Commercial General Liability insurance written on an occurrence form with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of injury to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Architect's obligations under this Agreement.

The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than (\$—) per accident One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, vehicles specified in this Section 1.5.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 1.5.4 Workers' Compensation at statutory limits. Employers' Liability insurance with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 1.5.5 Employers' Liability with policy limits not less than (\$—) each accident, (\$—) each employee, and (\$—) policy limit. Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 1.5.1, 1.5.2, and 1.5.4 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$—) per claim and (\$—) in the aggregate. Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

§ 1.5.7 Additional Insured Obligations. ~~If requested by the Owner, to the~~ **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability, including without limitation the insurance required by sections 1.5.1, 1.5.2, and 1.5.5, to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 1.5.6, particularly to the extent that such policy(ies) include any so-called "insured-versus-insured" exclusion.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner's acceptance of the Architect's certificate(s) of insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ 1.5.9 The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 1.5 the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

§ 1.5.10 Architect shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention. Owner acknowledges that Architect's professional liability policy includes a deductible in the amount of \$100,000.

§ 1.5.11 The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect assumes all responsibility for monitoring its consultant's insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ 1.5.12 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 1.5 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 1.5 a material breach of the Architect's obligations under this Agreement.

§ 1.5.13 All of the coverage limits stated in this Section 1.5 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

§ 1.5.14 The Architect's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

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§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

...

Superintendent Adam Patrick
St. Paul Public Schools
1305 Howard Ave.
P.O. Box 325
St. Paul, NE 68873
adam.patrick@spwildcat.org
(308) 754-4433

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Architect shall coordinate its Services and this of its Consultants with services provided by the Owner, if any.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. interests, where needed for Performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence of failure to perform.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Intentionally deleted.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. Intentionally deleted.

...

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents, if any. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the Owner. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the

Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate. shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

— Arbitration pursuant to Section 4.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

§ 4.1 The Architect and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

§ 4.2 Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

— One year from the date of commencement of the Architect's services

— One year from the date of Substantial Completion

— Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

§ 5.1 The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

§ 5.2 Unless otherwise noted herein, the Architect shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

§ 5.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 5.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not

less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 5.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 5.6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity.

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2, follows:
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Lump sum fee of Seven Thousand Nine Hundred Fifty Dollars (\$7,950).

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§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include only those expenses incurred by the Architect and the Architect's consultants directly related to the ~~Project~~, Project that are listed in this section 6.2.1 as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents; Mileage associated with travel for the Project shall be reimbursed based on the then-current Federal allowable per mile rate; and
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures. .2 Printing of poster boards and bulk printing, each billed at the Architect's actual cost plus 10%; and

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus — percent (—%) of the expenses incurred. All Reimbursable Expenses will be billed as they accrue and are capped at a maximum of \$500 for the entire Project. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. So long as the Owner receives no later than the first Monday of the month an invoice from the Architect for services performed, then the Owner shall pay the undisputed amounts invoiced by the Architect within 30 days of receipt thereof provided that the board's regular meeting scheduled for the second Monday of the month actually occurs. Any payment not made within 20 days following the next regularly scheduled meeting that actually occurs after the Architect's invoice is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of ~~(\$ —)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(—)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~—%~~

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3 internal laws of the State of Nebraska, without regard to its choice of law rules. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

...

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, ~~assigns,~~ assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect is not responsible in any way for the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on the Project site unless the hazardous materials or toxic substances were brought to the Project site by the Architect or pursuant to

the Architect's directives. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary, materials upon the prior written approval of the Owner. The Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary and the Architect shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.~~Intentionally deleted.~~

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.11 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Jacob Sertich, AIA. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 7.12 The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 7.13 The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 7.14 The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

§ 7.15 Indemnification

§ 7.15.1 To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 7.15.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 7.15.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 7.15.2 The indemnification obligation under this Section 7.15 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 7.16 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

§ 7.17 The Architect and all Subcontractors and Consultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Architect and all Subcontractors and Consultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Architect and all Subcontractors and Consultants, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these laws, regulations, or policies or this provision.

§ 7.18 The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 7.19 The Architect acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 7.20 When present on Owner's property, Architect and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;

- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district’s rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 7.21 The Architect shall not design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

§ 7.22 The parties agree that this Agreement is for a facility study and all pre-bond professional services as in Article 1. Nothing herein shall be construed to require the Owner to engage or retain the Architect for any actual construction project of an undetermined scope in the future. Likewise, as of the date of this Agreement, the Architect has not agreed to provide professional services to the Owner after a potential school bond election for such an actual construction project of an undetermined scope.

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This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Adam Patrick, Superintendent
 St. Paul Public Schools

(Printed name and title)

ARCHITECT (Signature)

Jacob Sertich, AIA
 Wilkins Architecture Design Planning LLC

(Printed name, title, and license number, if required)

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™ 2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

4—Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:55:35 ET on 02/13/2023 under Order No. 2114306305 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Kayla Svoboda
690 Cushing Rd.
St. Paul, NE, 68873

Dear St. Paul Administrators,

I regret to inform you that I will be resigning my mathematics position at St. Paul Public Schools at the end of my current contract as I have accepted a position with a higher learning institution for next school year.

The last couple of years at St. Paul have been very taxing on my family and myself. I think we at St. Paul as a staff take on too many responsibilities that take away from our family lives. Those extra hours of work pile on top of what is already a very draining profession. I put a lot of effort into supporting my students, and I hope whoever takes on this role does also. But I know how draining it is, and I do not feel that extra effort is always appreciated.

I know of multiple high school staff who are considering other jobs outside of education because of all of the current demands of this job. There is a state-wide shortage of teachers, and something needs to be done to make teaching something that good teachers want to continue to do. Too many good teachers are going to keep leaving the profession altogether if something doesn't change.

If I can be of any assistance during the process of integrating a new candidate into this position, please let me know. I love this community and would love to make sure whoever takes my place is starting the year off right and has everything they need.

Sincerely,
Mrs. Kayla Svoboda

Kim Schulte and Adam Patrick
Special Education Director and Superintendent
St. Paul Public School
1305 Howard Ave
St. Paul, NE 68873

February 8, 2023

Dear Mrs. Schulte and Mr. Patrick,

Please accept this as my formal letter of resignation from my position as a 7-12 resource teacher from St. Paul Public Schools. This resignation will be effective after the end of my current contract period (the 2022-2023 school year).

I would like to thank you for the opportunity to grow and learn as a St. Paul Wildcat! You have an amazing staff and group of students that have helped me realize my passion for teaching. I have also appreciated the support that I have received from my administration; I am blessed to have had an incredible district guide me during my first teaching experience. The lessons that I have learned with St. Paul will allow me to be successful in my future endeavors, and I will forever be grateful for your leadership and assistance in teaching me the "ins and outs" of the education world.

Thank you again for your support these last two years. In my remaining time, please let me know what I can do to make the transition to a new staff member as seamless as possible. I wish you continued success with St. Paul Public Schools!

Sincerely,

A handwritten signature in black ink that reads "Kaylee Frey". The signature is written in a cursive, flowing style.

Kaylee Frey

July 1st-11th

No vacation or sick days were used.

July 12th-August 8th

Vacation July 14th PM July 15 All Day

Aug. Running Total

Sick Days-10 of 10 Remaining

Vacation Days- 18.5 of 20 Remaining

August 23rd .5 vacation day

Sept. 14 Running Total

Sick Days-10 of 10 Remaining

Vacation Days- 18 of 20 Remaining

I did not take any days off since the last regular board meeting.

Oct. 10 Running Total

Sick Days-10 of 10 Remaining

Vacation Days- 18 of 20 Remaining

I did not take any days off since the last regular board meeting.

Nov. 14 Running Total

Sick Days-10 of 10 Remaining

Vacation Days- 18 of 20 Remaining

I did not take any days off since the last regular board meeting.

Dec. 12 Running Total

Sick Days-10 of 10 Remaining

Vacation Days- 18 of 20 Remaining

I did not take any days off since the last regular board meeting.

Jan. 9 Running Total

Sick Days-10 of 10 Remaining

Vacation Days- 18 of 20 Remaining

I did not take any days off since the last regular board meeting.

February Running Total

Sick Days-10 of 10 Remaining

Vacation Days- 18 of 20 Remaining